

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE**

**MSM DEVELOPMENT, LLC,**

**Plaintiff,**

**v.**

**SELECTIVE INSURANCE COMPANY  
OF SOUTH CAROLINA,**

**Defendant.**

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**Civil Action No. \_\_\_\_\_**

**JURY DEMAND**

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**PETITION FOR REMOVAL**

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PLEASE TAKE NOTICE that the Defendant, Selective Insurance Company of South Carolina, hereby removes this case to the United States District Court for the Eastern District of Tennessee, Knoxville Division, pursuant to 28 U.S.C. §§. 1441 and 1446. The grounds for the removal are as follows:

1. Plaintiff filed the above-styled action on April 26, 2013 against the Selective Insurance Company of South Carolina in the Circuit Court of Loudon County, Tennessee. A true and correct copy of the Complaint in the suit is styled: *MSM Development, LLC v. Selective Insurance Company of South Carolina*, docket number 2013-cv-83 is attached hereto as Exhibit 1.

2. The suit was served on these The Tennessee Department of Commerce and Insurance on May 1, 2013 and was sent to Defendant, Selective Insurance Company of South Carolina thereafter.

3. Other than the filing of the Complaint, no proceedings have taken place in this matter. This Defendant removes this action to the United States

District Court for the Eastern District of Tennessee, Knoxville Division pursuant to the provisions of 28 U.S.C. § 1441 on the grounds that this Court has jurisdiction pursuant to 28 U.S.C. §§ 1332 and 1333.

4. Plaintiff, MSM Development, LLC alleges in the Complaint that it is a Limited Liability Company Registered in the State of Tennessee with a located at 1009 Highway 321 in Loudon County, Tennessee.

5. Selective Insurance Company of South Carolina is an Indiana Corporation with its principal place of business located in Branchville, Sussex County, New Jersey.

6. This dispute is between persons (companies) of different states and the amount in dispute, based upon allegations made in the complaint are in excess of \$75,000.00, exclusive of costs and interest; therefore, it also meets the jurisdictional requirements of this Court pursuant to the provisions of 28 U.S.C. § 1332(a).

7. Venue is correct herein because Plaintiff's action is pending in Loudon County, Tennessee.


8. Counsel for the Defendant has served on counsel for Plaintiff a copy of this Petition for Removal and a copy of the Petition for Removal be filed in the Loudon County Circuit Court by the Defendant within 30 days of service of the Complaint on the Defendant.

WHEREFORE, please take notice that Defendant, the Selective Insurance Company of South Carolina removes the state action styled *MSM Development, LLC v. Selective Insurance Company of South Carolina*, docket number 2013-cv-

83 from the Circuit Court of Loudon County, where it is now pending, to the United States District Court for the Eastern District of Tennessee on this the 21<sup>st</sup> day of May, 2013.

Respectfully submitted,

**SPICER RUDSTROM PLLC**



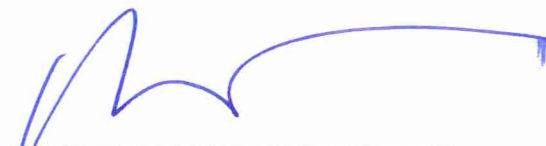
Michael J. Vetter, Sr.  
BPR# 13642  
Bank of America Tower  
414 Union Street, Suite 1700  
Nashville, Tennessee 37219-1823  
(615) 259-9080 telephone  
(615) 259-1522 facsimile

**CERTIFICATE OF SERVICE**

I hereby certify that a true and exact copy of the foregoing has been sent via United States mail, postage prepaid, properly addressed to:

T. Scott Jones  
Banks & Jones  
2125 Middlebrook Pike  
Knoxville, TN 37921  
(865) 546-2141

this 21<sup>st</sup> day of May, 2013.

  
Michael J. Vetter, Sr.

# Exhibit 1

IN THE CIRCUIT COURT FOR LOUDON COUNTY, TENNESSEE

MSM DEVELOPMENT, LLC,

Plaintiff,

vs.

SELECTIVE INSURANCE CO.  
OF SOUTH CAROLINA

Serve: Selective Insurance Co.  
c/o Commissioner of Insurance  
500 J. Robertson Pkwy.  
Nashville, TN. 37243

Defendant.

COPY

No. 2013-CV-83

FILED  
TIME 9:34 AM/PM

APR 26 2013

LISA NILES  
CIRCUIT COURT CLERK

*Millsap* D.C.

COMPLAINT

Comes now the Plaintiff, by and through counsel, for his cause of action against the Defendant, Selective Insurance Company of South Carolina, and would respectfully show unto this Honorable Court:

1. The Defendant, Selective Insurance Company of South Carolina (Selective Insurance) is an insurance company which is licensed to and does business in the State of Tennessee in sales and service of property and casualty insurance policies.
2. The Plaintiff is a limited liability company registered in the state of Tennessee.
3. On or about August 1, 2010, the Plaintiff entered into a valid contract for business property insurance with the Defendant for coverage on a building owned by the Plaintiff located at 1009 Highway 321 in Loudon County, Tennessee. This policy insured such building against direct loss of or damage to property up to \$3,000,000.00 aggregate and \$1,000,000.00 per occurrence.



4. On or about April 27, 2011, Plaintiff's property located at 1009 Highway 321 suffered severe storm damage to its roof and components attached to the roof. The Plaintiff had the roof inspected by a commercial roofing contractor which determined that each had suffered storm damage and that a total roof replacement would be necessary.

5. The Plaintiff properly filed a claim with the Defendant, Selective Insurance, seeking to recover under the insurance policy provided by the Defendant.

6. The Plaintiff has complied fully with all of the provisions of the policy and properly made a demand on the Defendant for payment of the roof damage.

7. The Defendant, Selective Insurance, has declined and refused to pay the loss under the policy to the Plaintiff within the required time after the demand had been made by the Plaintiff.

8. The present action is filed within two years of the date on which the damage to Plaintiff's property occurred, in accordance with the provisions of the contract of insurance at issue.


9. The Defendant's failure to pay under the policy is and has been without justification, and the payment has been withheld from the Plaintiff in bad faith, in violation of Tenn. Code Ann. § 56-7-105.

10. The Defendant's failure to pay has caused the Plaintiff to incur expenses of an attorney and other expenses.

11. Accordingly, the Defendant owes the Plaintiff, in addition to the loss incurred by the Plaintiff and interest thereon, an amount equal to twenty-five percent (25%) of the liability for the loss, pursuant to Tenn. Code Ann. § 56-7-105.

WHEREFORE, the Plaintiff demands judgment against the Defendant in the amount of \$150,000.00 and the additional statutory penalty pursuant to Tennessee Code Annotated § 56-7-105 in the amount of twenty-five percent (25%), and the Plaintiff demands a jury try this action.

Respectfully submitted this the 26<sup>th</sup> day of April, 2013.

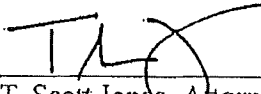
  
T. SCOTT JONES  
Attorney for the Plaintiff  
BANKS & JONES  
2125 Middlebrook Pike  
Knoxville, TN 37921  
(865) 546-2141

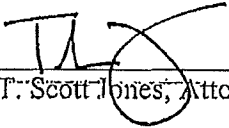
**COST BOND**

We, the undersigned, do hereby acknowledge ourselves as surety for all of the costs of this cause.

This the 26<sup>th</sup> day of April, 2013.

Mark Matlock, as Chief Manager  
Principal

  
T. Scott Jones, Attorney  
BANKS & JONES, Surety

  
T. Scott Jones, Attorney